



# St. Louis Southwestern Railway Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94108

JUL 16 1991 -10 30 AM

July 11, 1991

JUL 16 1991 -10 30 AM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

VIA FEDERAL EXPRESS

1-197A00C

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Twelfth Street & Constitution Avenue, N.W.  
Washington, D.C. 20423

RE: I.C.C. Finance Docket No. 28481 --  
St. Louis Southwestern Railway Company  
Equipment Trust Agreement, Series E

Dear Mr. Strickland:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) fully executed counterparts of Ninth Supplement to Equipment Trust and Assignment and Transfer of Certain Road Equipment, each dated as of July 1, 1991, to Equipment Trust Agreement dated as of May 15, 1977, creating St. Louis Southwestern Railway Company Equipment Trust, Series E, together with voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Equipment Trust Agreement dated as of May 15, 1977, recorded on June 27, 1977, at 11:05 AM, assigned Recordation No. 8865;

First Supplement to Equipment Trust Agreement dated as of December 7, 1979, recorded on December 14, 1979, at 4:10 PM, assigned Recordation No. 8865-A;

Second Supplement to Equipment Trust Agreement dated as of August 1, 1982, recorded on August 11, 1982, at 10:50 AM, assigned Recordation No. 8865-B;

Third Supplement to Equipment Trust Agreement dated as of June 1, 1984, recorded on June 19, 1984, at 3:10 PM, assigned Recordation No. 8865-C;

Fourth Supplement to Equipment Trust Agreement dated as of July 22, 1985, recorded on September 4, 1985, at 11:05 AM, assigned Recordation No. 8865-D;

a Southern Pacific subsidiary

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Fifth Supplement to Equipment Trust Agreement dated as of May 30, 1986, recorded on June 24, 1986, at 10:15 AM, assigned Recordation No. 8865-E;

Assignment and Transfer of Certain Road Equipment dated as of May 30, 1986, recorded on June 24 1986, at 10:15 AM, assigned Recordation No. 8865-F;

Sixth Supplement to Equipment Trust Agreement dated as of May 15, 1987, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 8865-G;

Assignment and Transfer of Certain Road Equipment dated as of May 15, 1987, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 8865-H;

Seventh Supplement to Equipment Trust Agreement dated as of July 1, 1988, recorded on August 1, 1988, at 3:20 PM, assigned Recordation No. 8865-I;

Assignment and Transfer of Certain Road Equipment dated as of July 1, 1988, recorded on August 1, 1988, at 3:20 PM, assigned Recordation No. 8865-J;

Eighth Supplement to Equipment Trust Agreement dated as of July 10, 1989, recorded on August 28, 1989, at 12:05 PM, assigned Recordation No. 8865-K; and

Assignment and Transfer of Certain Road Equipment dated as of July 10, 1989, recorded on August 28, 1989, at 12:05 PM, assigned Recordation No. 8865-L.

In connection with the recording of the Ninth Supplement and Assignment and Transfer, each dated as of July 1, 1991, to the Equipment Trust Agreement dated as of May 15, 1977, the following information is set forth:

Name and Address of Trustee - Lessor:

CoreStates Bank, N.A. (formerly First  
Pennsylvania Bank, N.A.)  
510 Walnut Street  
Philadelphia, Pennsylvania 19106

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Name and Address of Guarantor - Lessee:

St. Louis Southwestern Railway Company  
Southern Pacific Building  
One Market Plaza  
San Francisco, California 94105

General Description of the Equipment  
Covered by the Ninth Supplement:

See Attachment A

General Description of the Equipment Covered by the  
Assignment and Transfer of Certain Road Equipment:

See Attachment B

When the recording of the Ninth Supplement and Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof and return four (4) each of the same to the undersigned.

Very truly yours,



Louis P. Warchot  
Attorney for St. Louis  
Southwestern Railway Company

Enclosures

cc: Mr. L. C. Yarberry  
(Attn: Mr. C. D. Tyler)

XOA596

SUPPLEMENTED UNITS  
EQUIPMENT TRUST AGREEMENT SERIES 78 DATED JUNE 01 1980  
7310232

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91/07/03

BUILDER	UNIT	OWNER	KIND OF EQUIP	BUILT	GRIP DATE RECONDITION
GENERAL MOTORS CORP. (EMD)	SP 007315	SP	3000 HP Dsl. Loco	6604	8008
GENERAL MOTORS CORP. (EMD)	SP 007324	SP	" " " "	6602	8009

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The above equipment is standard-gauge railroad equipment other than passenger cars and work equipment.

ATTACHMENT A

## CORESTATES BANK, N.A.

XOA597

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91/07/Q3

RETIRED/DESTROYED UNITS  
SOUTHERN PACIFIC TRANSPORTATION CO. EQUIPMENT TRUST AGREEMENT  
FOR SERIES 78 DATED JUNE 01, 1980 7310232

BUILDER	UNIT	OWNER	KIND OF EQUIP	ACTUAL COST	OWED	BUILT	RECONDITION
GENERAL MOTORS CORP. (EMD)	SP 008278	SP	3000 hp dsl. loco	805,488.72	214,802.90	8007	
AMERICAN CAR & FOUNDRY CO. (ACF)	SP 496457	SP	100 TON HOPP	51,288.76	13,677.39	8007	
AMERICAN CAR & FOUNDRY CO. (ACF)	SP 496503	SP	100 TON HOPP	51,283.02	13,675.86	8007	
AMERICAN CAR & FOUNDRY CO. (ACF)	SP 496507	SP	100 TON HOPP	51,283.02	13,675.86	8007	
AMERICAN CAR & FOUNDRY CO. (ACF)	SP 496522	SP	100 TON HOPP	51,283.02	13,675.86	8007	
AMERICAN CAR & FOUNDRY CO. (ACF)	SP 496528	SP	100 TON HOPP	51,283.03	13,675.86	8007	
6				1,061,909.57	283,183.73		

ATTACHMENT B

# Interstate Commerce Commission

Washington, D.C. 20423

7/16/91

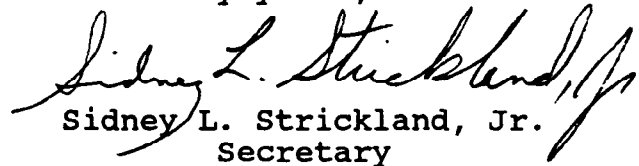
OFFICE OF THE SECRETARY

Louis P. Warchot  
St. Louis Southwestern Railway Company  
Southern Pacific Building  
One Market Plaza  
San Francisco, CA. 94105

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/16/91 at 10:30AM , and assigned recordation number(s). 8865-M, 8865-N10394-K, 10764-J, 11757-B, 11757-C, 11757-D, 11757-E, 12050-F and 12050-G.

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

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ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

EQUIPMENT TRUST

SERIES E

RECORDING NO. 8865-M FILED 1425

JUL 16 1991 -10 00 AM

INTERSTATE COMMERCE COMMISSION

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NINTH

SUPPLEMENT TO EQUIPMENT TRUST

Dated as of July 1, 1991

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CORESTATES BANK, N.A.

- TO -

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

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SUPPLEMENT TO EQUIPMENT TRUST, dated as of the first day of July, 1991, between CoreStates Bank, N.A. (formerly First Pennsylvania Bank, N.A.), a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, Trustee as hereinafter mentioned (hereinafter called the "Trustee"), party of the first part, and St. Louis Southwestern Railway Company, a corporation duly organized and existing under the laws of the State of Missouri (hereinafter called the "Company"), party of the second part:

WHEREAS, by a certain Equipment Trust, dated as of May 15, 1977, there was constituted the St. Louis Southwestern Railway Company Equipment Trust, Series E (hereinafter called the "Equipment Trust"), under which certain railroad equipment was transferred to and the title thereto vested in the Trustee thereunder and was leased to the Company; and

WHEREAS, the Company has assigned and transferred to the Trustee other standard-gauge railroad equipment, other than work equipment, hereinafter specifically described, free from all liens and encumbrances, at least equal to the fair value, determined as provided in the Equipment Trust, of the unsuitable railroad equipment; and

WHEREAS, the Equipment Trust provides that upon the transfer and delivery of said other railroad equipment to the Trustee, the same shall be and become part of the Trust Equipment;

WITNESSETH:

That CoreStates Bank, Bank, N.A., Trustee as aforesaid (acting in pursuance of the Equipment Trust), party of the first



part, for and in consideration as well as the sum of one dollar (\$1.00) to it paid by the Company, party of the second part, at or before the unsealing and delivery hereof, the receipt of which is hereby acknowledged, as of the rents and covenants provided in the Equipment Trust to be paid, kept and performed by the Company, has let and leased, and does hereby let and lease to the Company as part of the Trust Equipment of St. Louis Southwestern Railway Company Equipment Trust, Series E, the railroad equipment described in Attachment A, which is incorporated herein by reference.

TO HAVE AND TO HOLD, as part of the Trust Equipment, subject to all of the terms and conditions of the Equipment Trust.

This Ninth Supplement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of the Equipment Trust, and the Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names and

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their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

CORESTATES BANK, N.A.,  
Trustee

By C. W. Ud  
Corporate Trust Officer

Attest:

M. J. [Signature]  
~~Assistant Secretary~~  
ASSISTANT VICE PRESIDENT

ST. LOUIS SOUTHWESTERN RAILWAY  
COMPANY

By E. F. Seely  
Treasurer

Attest:

A. F. [Signature]  
Secretary

SUPPLEMENTED UNITS  
EQUIPMENT TRUST AGREEMENT SERIES E DATED MAY 15 1977  
7310207

BUILDER	UNIT	OWNER	KIND OF EQUIP	ACTUAL COST	DEPR VALUE	BUILT	GRIP DATE RECONDITION
PACIFIC CAR & FOUNDRY (PCF)	SSW 057365	SSW	70 TON BOX	18,069.28	7,831.20	6511	7705
PACIFIC CAR & FOUNDRY (PCF)	SSW 057460	SSW	70 TON BOX	18,728.60	8,741.08	6511	7709
PACIFIC CAR & FOUNDRY (PCF)	SSW 057510	SSW	70 TON BOX	18,608.55	8,809.08	6511	7711
PACIFIC CAR & FOUNDRY (PCF)	SSW 057535	SSW	70 TON BOX	20,076.57	9,236.34	6610	7801
PACIFIC CAR & FOUNDRY (PCF)	SSW 057542	SSW	70 TON BOX	20,076.57	9,236.34	6610	7801
PACIFIC CAR & FOUNDRY (PCF)	SSW 057553	SSW	70 TON BOX	20,076.57	9,236.34	6610	7801
PACIFIC CAR & FOUNDRY (PCF)	SSW 057568	SSW	70 TON BOX	19,354.03	8,968.57	6511	7802
PACIFIC CAR & FOUNDRY (PCF)	SSW 057584	SSW	70 TON BOX	19,066.58	8,835.36	6610	7802
PACIFIC CAR & FOUNDRY (PCF)	SSW 057593	SSW	70 TON BOX	19,066.58	8,835.36	6610	7802
PACIFIC CAR & FOUNDRY (PCF)	SSW 057596	SSW	70 TON BOX	19,066.58	8,835.36	6610	7802
PACIFIC CAR & FOUNDRY (PCF)	SSW 057600	SSW	70 TON BOX	19,066.58	8,835.36	6610	7802
PACIFIC CAR & FOUNDRY (PCF)	SSW 057601	SSW	70 TON BOX	19,066.58	8,835.36	6610	7802
PACIFIC CAR & FOUNDRY (PCF)	SSW 057608	SSW	70 TON BOX	19,126.62	8,863.04	6610	7802
PACIFIC CAR & FOUNDRY (PCF)	SSW 057610	SSW	70 TON BOX	20,016.51	9,275.40	6610	7802
PACIFIC CAR & FOUNDRY (PCF)	SSW 057674	SSW	70 TON BOX	20,031.39	8,681.51	6610	7705
PACIFIC CAR & FOUNDRY (PCF)	SSW 057681	SSW	70 TON BOX	19,631.39	8,508.12	6610	7705
PACIFIC CAR & FOUNDRY (PCF)	SSW 057687	SSW	70 TON BOX	19,631.39	8,508.12	6610	7705
PACIFIC CAR & FOUNDRY (PCF)	SSW 057691	SSW	70 TON BOX	19,331.15	9,086.78	6610	7710
PACIFIC CAR & FOUNDRY (PCF)	SSW 057694	SSW	70 TON BOX	18,413.29	8,593.93	6511	7803
PACIFIC CAR & FOUNDRY (PCF)	SSW 057698	SSW	70 TON BOX	19,071.85	8,901.29	6610	7803
PACIFIC CAR & FOUNDRY (PCF)	SSW 057721	SSW	70 TON BOX	19,956.46	9,314.22	6610	7803
PACIFIC CAR & FOUNDRY (PCF)	SSW 057722	SSW	70 TON BOX	19,956.46	9,314.22	6610	7803
PACIFIC CAR & FOUNDRY (PCF)	SSW 057723	SSW	70 TON BOX	19,071.84	8,901.28	6610	7803
PACIFIC CAR & FOUNDRY (PCF)	SSW 057734	SSW	70 TON BOX	19,896.41	9,352.49	6610	7804
PACIFIC CAR & FOUNDRY (PCF)	SSW 057749	SSW	70 TON BOX	18,902.24	8,948.09	6610	7805
PACIFIC CAR & FOUNDRY (PCF)	SSW 057759	SSW	70 TON BOX	18,962.29	8,976.54	6610	7805
PACIFIC CAR & FOUNDRY (PCF)	SSW 057766	SSW	70 TON BOX	18,304.44	8,665.18	6511	7805
PACIFIC CAR & FOUNDRY (PCF)	SSW 057768	SSW	70 TON BOX	18,250.06	8,700.23	6511	7806
PACIFIC CAR & FOUNDRY (PCF)	SSW 057771	SSW	70 TON BOX	18,250.03	8,700.20	6511	7806
PACIFIC CAR & FOUNDRY (PCF)	SSW 057775	SSW	70 TON BOX	19,776.31	9,427.82	6610	7806
PACIFIC CAR & FOUNDRY (PCF)	SSW 057795	SSW	70 TON BOX	18,852.75	9,050.34	6610	7807
PACIFIC CAR & FOUNDRY (PCF)	SSW 057807	SSW	70 TON BOX	18,195.64	8,734.87	6511	7807
PACIFIC CAR & FOUNDRY (PCF)	SSW 057809	SSW	70 TON BOX	18,993.91	9,561.32	6511	7808
PACIFIC CAR & FOUNDRY (PCF)	SSW 057815	SSW	70 TON BOX	19,596.18	9,929.71	6610	7809
PACIFIC CAR & FOUNDRY (PCF)	SSW 057821	SSW	70 TON BOX	18,743.50	9,497.65	6610	7809
PACIFIC CAR & FOUNDRY (PCF)	SSW 065217	SSW	70 TON BOX	35,330.14	19,668.73	6403	7912
PACIFIC CAR & FOUNDRY (PCF)	SSW 065219	SSW	70 TON BOX	35,286.82	19,644.69	6403	7912
PACIFIC CAR & FOUNDRY (PCF)	SSW 065220	SSW	70 TON BOX	34,828.64	19,157.44	6403	8004
PACIFIC CAR & FOUNDRY (PCF)	SSW 065222	SSW	70 TON BOX	34,391.47	19,031.59	6403	8005
PACIFIC CAR & FOUNDRY (PCF)	SSW 065223	SSW	70 TON BOX	34,329.41	18,997.27	6403	8005
40				845,451.66	410,227.82		

The above equipment is standard-gauge railroad equipment other than passenger cars and work equipment.

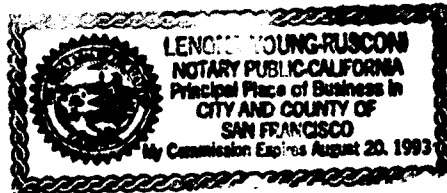
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) SS.

CITY AND COUNTY OF SAN FRANCISCO )

On this 5th day of July, 1991, before me personally appeared E. F. GRADY, to me personally known, who, being by me duly sworn, says that he is Treasurer of ST. LOUIS SOUTHWESTERN RAILWAY COMPANY; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lenora Young-Rusconi  
Notary Public



COMMONWEALTH OF PENNSYLVANIA           )  
   ) ss.  
CITY AND COUNTY OF PHILADELPHIA      )

On this 11th day of July, 1991, before me personally appeared CATHY WIEDECKE, to me personally known, who, being by me duly sworn, says that she is Corporate Trust Officer of CORESTATES BANK, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynne N. Collins  
Notary Public

